

---

## RESOLUTION AGREEMENT

### Alamosa School District 08-20-1106

The U.S. Department of Education, Office for Civil Rights (OCR) and the Alamosa School District (District) enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR, that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

#### Implementation of Section 504 Plan Regarding Vision Impairment

1. Within 30 calendar days of the date of this Agreement, the District shall offer to the Student's parents to conduct a Section 504 team meeting to consider whether the District failed to fully implement the Student's Section 504 plan relating to the Student's XXX XXX, and whether the Student is entitled to compensatory services for any failure. If the team determines during the meeting the Student is entitled to compensatory services, it will provide a written offer to the Student's parent(s) for said compensatory services. The District shall provide all identified compensatory services to the Student no later than a year from the date of this Agreement.

#### **REPORTING REQUIREMENT**

Within 15 calendar days of the date of the team meeting, the District will notify OCR of the team's decision and provide OCR with a copy of the team's meeting notes.

If the team determines that the Student was entitled to compensatory services, OCR will monitor the District's implementation of the compensatory services, and the District will provide OCR with a copy of documents demonstrating its fulfillment of such services.

#### Investigation of Disability-based Harassment

2. The District will conduct an investigation of all instances of alleged disability-based harassment of the Student in the spring of 2019, including the allegation that he was required to participate in physical activities which resulted in a hostile learning environment and physical injury to the Student. To investigate the complaint allegation, the District may choose to utilize its internal policies and grievance procedures for

---

complaints of disability-based discrimination and harassment, or the District may choose to hire an out-of-district investigator. In either instance, the District shall ensure that a thorough and impartial investigation is conducted to determine whether the Student was subjected to a hostile environment because of his disabilities when the District allegedly required the Student to participate in physical activities. Additionally, if the investigation reveals that discriminatory harassment had occurred, the District shall take prompt and effective steps reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring.

### **REPORTING REQUIREMENT**

Within fifteen (15) calendar days of the date of this Agreement, the District will notify OCR of whether the District will conduct an internal investigation or outsource the investigation.

No later than September 15, 2020, the District will provide OCR with the findings of the investigation, and if the investigation reveals that discriminatory harassment has occurred, the actions it has taken (and/or will take) to end the harassment, eliminate the hostile environment and its effects, and to prevent the harassment from recurring. At a minimum, the District shall provide OCR with:

- a. The qualifications of the individual/s selected to conduct the investigation;
- b. The District's policy/ies relied upon;
- c. The legal standard for which the determination was made;
- d. A list of all individuals interviewed and their job titles or role (e.g. "student");
- e. A copy all notes, statements, documents, recordings, and any other written or electronic materials gathered and relied upon in the investigation;
- f. The written determination/findings; and
- g. If the investigation reveals that discriminatory harassment had occurred the actions it has taken (and/or will take) to end the harassment, eliminate the hostile environment and its effects, and to prevent the harassment from recurring.

The District shall continue to provide OCR with documentation supporting its actions and the District will promptly and fully address OCR's feedback, if any, until the District receives OCR's written confirmation that the District has satisfied this term of the Agreement.

### **Training – Disability-Based Harassment**

3. The District will provide training to all school staff who work with students in the District. This training shall be provided no later than fifteen calendar days after the start of the 2020-2021 school year, and the training may be provided in-person or online. This training will include, at a minimum:
  - a. instruction on what types of conduct constitute disability harassment and the negative impact that such harassment has on the educational environment;

- 
- b. a review of the policies and procedures, including specific guidance on what constitutes disability harassment, the school's responsibility for responding to such harassment, and how to respond to such harassment;
  - c. a statement that disability harassment of students will not be tolerated, and that any staff member who knows or believes such conduct may be occurring is required to report such knowledge or belief;
  - d. notice that failure to respond appropriately to notice of disability harassment, or retaliation for reporting such harassment, violates District policy and may result in the imposition of disciplinary sanctions; and
  - e. explanation that the effects of disability-based harassment that creates a hostile environment may result in the District failing to provide the disabled student with a FAPE.

Alternatively, the District may elect to have OCR provide the training. In this case, the District shall notify OCR whether it will elect for OCR to provide the training. The District will collaborate with OCR to schedule date/s, time/s, and location/s for the training.

**REPORTING REQUIREMENT:**

Within thirty (30) calendar days of the date of this agreement, the District will notify OCR whether it will provide the training or elect for OCR to provide the training.

If the District does not elect for OCR to provide the training, within sixty (60) calendar days of the date of this agreement, the District will provide OCR with a draft training plan and related materials for OCR's review and approval. If the District plans to provide in-person training, the District will also identify the trainer and his/her credentials for providing the proposed training.

If the District does not elect for OCR to provide the training, within thirty (30) calendar days after the start of the 2020-2021 school year, the District will notify OCR that it has provided the requisite training, including a description of the content covered, and a list of all District staff who received and did not receive the training. For those staff that did not receive the training, the District shall provide OCR with its reason and a statement describing the steps it will take to ensure the individual receives the training.

**Modification of Grading and Participation Requirements**

- 4. Prior to the start of the 2020-2021 school year, the District shall issue a memorandum (Memo) to all physical education (PE) staff and their supervisors (up to the principal). This Memo may be issued in writing or electronically. The Memo shall, at a minimum:
  - a. Refer to and explain the District's relevant published policy/ies.
  - b. Explain that the District and the PE staff are required to modify grading and participation requirements of students with disabilities, including but not limited to those terms in a student's IEP or Section 504 plan; and

- 
- c. Provide descriptions and examples of modifications to grading and participation requirements that may meet the requirements of Section 504 and the District’s own course requirements.

**REPORTING REQUIREMENT**

Within thirty (30) calendar days after the start of the 2020-2021 school year the District will provide OCR with a copy of the Memo, and documentation demonstrating the submission of the Memo to the recipients of the Memo.

The District understands that by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, 34 C.F.R. §104.4 which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District’s representative below.

/S/

5/21/2020

\_\_\_\_\_  
Alamosa School District

\_\_\_\_\_  
Date